



**DISTRICT COURT
FILED**

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

AUG 27 2012

TULSA KNOLLWOOD, LLC, an Oklahoma
limited liability company,

Plaintiff,

vs.

HARTFORD INSURANCE COMPANY
OF THE MIDWEST,

Defendant.

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

CJ-2012-04487
Case No.:

Judge:

DANA LYNN KUEHN

PETITION

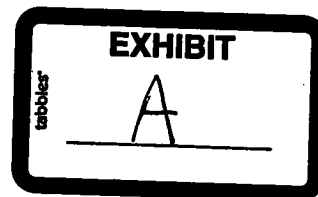
Plaintiff, Tulsa Knollwood, L.L.C. ("Knollwood"), hereby submits its Petition asserting claims against Defendant, Hartford Insurance Company of the Midwest ("Hartford"). In support of its Petition, Knollwood states as follows:

Jurisdiction and Venue

1. Knollwood is an Oklahoma limited liability company with its principal place of business located at 1018 South 107th East Avenue, Tulsa, Oklahoma. Knollwood owns an apartment complex known as "Knollwood Apartments," located at 1018 South 107th East Avenue, Tulsa, Oklahoma ("Apartment").

2. Hartford is an Indiana corporation with its principal place of business located at 501 Pennsylvania Parkway, Suite 400, Indianapolis, Indiana 46280-0014.

3. The District Court of Tulsa County, Oklahoma, is the proper jurisdiction and venue to litigate this dispute because the claims at issue in this case arose in Tulsa County, Oklahoma.



GENERAL ALLEGATIONS

4. Knollwood has 3 standard flood insurance policies with Hartford, Policy No. 87-047258172010, Policy No. 87-04725818-2010, and Policy No. 87-04725810-2010, collectively (“Policies”).

5. On April 14, 2011 Knollwood called Hartford and submitted a claim (“**Initial Claim**”) that related to a structural settling of the Apartment building that had resulted from surface water runoff from an adjacent property owned by the Oklahoma Department of Transportation (“**ODOT Property**”).

6. On April 24, 2011 Tulsa, Oklahoma received a substantial rainfall of approximately five (5) inches.

7. On or about April 25, 2011, Knollwood again contacted Hartford (by phone) to submit a claim (“**Second Claim**”) that related to additional structural damage suffered as a result of surface water runoff from the adjacent ODOT Property.

8. Subsequent to Knollwood’s Second Claim, Hartford sent adjuster Leonard Bell (“**Adjuster**”) to evaluate the damage to the Apartment building. After inspecting the damage, the Adjuster informed the representative of Knollwood that he believed Knollwood had an insurable, covered claim.

9. Thereafter, Hartford notified Knollwood that it was hiring an independent structural engineer to inspect the damage to the Apartment building.

10. On June 27, 2011 Hartford issued a claim denial. Hartford denied the claim on the basis that the damage identified in the claim did not fit within the definition of “Flood” as defined by the Policies.

11. Harford's claim denial was issued eight (8) days prior to Hartford hiring a structural engineer to evaluate the damage to the Apartment building and fifteen (15) days preceding the engineer's report.

12. Subsequent to Hartford's claim denial, Hartford hired William B. Ford, P.E. ("Ford") of Ford Engineering, to evaluate the damage to the Apartment building. On June 5, 2011, eight (8) days after the claim denial Ford performed his inspection.

13. On July 12, 2011 Ford issued a report that he admitted contained only his evaluation of the damages pertinent to the Initial Claim. Ford stated he was not made aware of and did not address additional damage to the Apartment building related to the Second Claim.

14. Ford confirmed that Hartford had not made him aware of any additional damage to the apartment building after April 14, 2011, that had resulted from the substantial amount of rainfall and related flooding that occurred on April 24, 2011.

15. On August 26, 2011 Knollwood's counsel sent a letter to the Federal Emergency Management Agency ("FEMA") that appealed Harford's decision to deny Knollwood's claims for damages.

16. On October 11, 2011 FEMA determined that there was not a general issue of flood for April 14, 2011 or April 24, 2011 and denied Knollwood's appeal.

17. On February 7, 2012 Knollwood hired Knox Inspection Services, Inc., ("Knox"), to inspect the structural and site drainage of the affected Apartment building.

18. Knox conducted a thorough inspection of the apartment building and concluded:

a.) Storm water from the adjacent ODOT property discharges storm water run-off into the confined area between the Apartment building and the concrete retaining wall

located along the property line between the properties causing flood damage to the apartment building.

b.) ODOT's abandoned slabs allow water to overflow onto the area between the concrete retaining wall along the property line and the Apartment complex.

c.) The damage is directly related to erosion and variations in moisture that occurred along the confined area between the Apartment building and the concrete retaining wall along the west property line.

d.) The majority of the water that has caused the damage to the Apartment building comes primarily from the ODOT property.

e.) Variations in moisture cause soil to heave when they become saturated with water during wet seasons and then settle during dry summers causing significant structural damage.

f.) The discharge of water onto the west side of the property from water spilling over onto the apartment property from the ODOT Property to the west is the primary source for moisture that has caused both erosion and variations in moisture content of the soils and that has adversely affected the foundations and slabs of the Apartment building.

COUNT I – BREACH OF CONTRACT

19. Knollwood incorporates the allegations set forth in Paragraphs 1 through 18 of the Petition as though fully set forth herein.

20. Hartford has breached Policy No. 87-04725817-2010 by denying the Initial Claim and Second Claim.

21. Hartford has breached the Policy No. 87-04725818-2010 by denying the Initial Claim and Second Claim.

22. Hartford has breached the Policy No. 87-04725810-2010 by denying the Initial Claim and Second Claim.

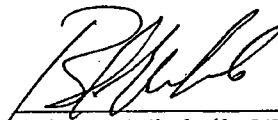
23. Hartford's breach of the Policies has resulted in damages to Knollwood in an amount in excess of \$75,000.00.

COUNT II – BAD FAITH


24. Hartford's failure to provide coverage under the Policies for the Initial Claim and Second Claim constitutes a violation of their duty to act in good faith, or alternatively, has been an act of bad faith on their part.

25. Knollwood alleges that the failure to act in good faith and/or acts of bad faith of Hartford have been in willful, wanton, and in gross violation of their obligations as insurers, and that Hartford should be punished by an award of punitive damages to deter the Defendants and other companies so situated, from similar conduct.

WHEREFORE, Knollwood respectfully requests that this Court: (i) grant it judgment against the Defendant for breach of contract and bad faith in an amount to be determined at the trial of this matter; (ii) award it attorney fees and costs; (iii) award it exemplary and punitive damages as allowed by law; and, (iv) award it any and all other relief to which it may show itself entitled.



Brian L. Mitchell, OBA No. 19529
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ATTORNEYS FOR PLAINTIFF

2. Article Number  7196 9008 9111 1352 2962		COMPLETE THIS SECTION ON DELIVERY	
3. Service Type CERTIFIED MAIL™		A. Received by (Please Print Clearly) <i>Tom Bricker</i>	B. Date of Delivery
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		C. Signature X <i>[Signature]</i>	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: Hartford Insurance Company of the Midwest c/o Corporation Service Company 251 East Ohio Street, Suite 500 Indianapolis, IN 46204		D. Is delivery address different from item 1? If YES, enter delivery address below: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	
		<div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;"> CIRCLE CITY STATION Reference Information AUG 30 2012 2601.000 INDIANAPOLIS IN 46204 </div>	
PS Form 3811, January 2005		Domestic Return Receipt	

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA



TULSA KNOLLWOOD, LLC, an Oklahoma
limited liability company,

Plaintiff,

vs.

HARTFORD INSURANCE COMPANY
OF THE MIDWEST,

Defendant.

CJ-2012-04487

Judge:

SUMMONS

To the above-named Defendant:

HARTFORD INSURANCE COMPANY
OF THE MIDWEST
C/O CORPORATION SERVICE COMPANY
251 East Ohio Street, Suite 500
Indianapolis, Indiana 46204

DISTRICT COURT
FILED

SEP -5 2012

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

SALLY HOWE SMITH
COURT CLERK

Authorized by Brian L. Mitchell, OBA #19529

You have been sued by the above-named Plaintiff, and you are directed to file a written answer to the attached petition in the court at the above address within twenty (20) days after service of this summons upon you, exclusive of the day of service. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 27 day of 8, 2012.

SALLY HOWE SMITH, COURT CLERK

Tulsa County Court Clerk

By:

Alex Graham
Deputy Court Clerk

(SEAL)

This summons was served on:

8/30/2012
(date of service)

summons)

Jackie Chandler
(Signature of person serving

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

RETURN ORIGINAL FOR FILING

OCIS Case Summary for CJ-2012-4487- TULSA KNOLLWOOD LLC... <http://www.oscn.net/applications/oscn/getcaseinformation.asp?query...>

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IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA

TULSA KNOLLWOOD LLC, Plaintiff,	No. CJ-2012-4487 (Civil relief more than \$10,000: BREACH OF AGREEMENT - CONTRACT)
v. HARTFORD INSURANCE COMPANY OF THE MIDWEST, Defendant.	Filed: 08/27/2012 Judge: Kuehn, Dana

Parties

HARTFORD INSURANCE COMPANY OF THE MIDWEST , Defendant
TULSA KNOLLWOOD LLC , Plaintiff

Attorneys**Attorney**

MITCHELL, BRIAN L(Bar # 19529)
NEUENS MITCHELL FREESE PLLC
2021 S LEWIS , SUITE 660
TULSA, OK 74104

Represented Parties

TULSA KNOLLWOOD LLC,

Events

Event	Party	Docket	Reporter
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Issues

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

Issue # 1.

Issue: BREACH OF AGREEMENT -
CONTRACT (CONTRACT)
Filed by: TULSA KNOLLWOOD LLC
Filed Date: 08/27/2012
Disposition Information:

Party Name:

Defendant: HARTFORD INSURANCE COMPANY
OF THE MIDWEST


Pending.

Docket

Date	Code	Count	Party	Serial #	Entry Date		
08-27-2012	TEXT	1		82694943	Aug 27 2012 11:08:14:573AM	-	\$ 0.00

OCIS Case Summary for CJ-2012-4487- TULSA KNOLLWOOD LLC... <http://www.oscn.net/applications/oscn/getcaseinformation.asp?query...>

CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.

08-27-2012 CONTRACT	-	82694945	Aug 27 2012 11:08:15:073AM	Realized	\$ 0.00
BREACH OF AGREEMENT - CONTRACT					
08-27-2012 DMFE	-	82694946	Aug 27 2012 11:08:15:223AM	Realized	\$ 2.00
DISPUTE MEDIATION FEE(\$ 2.00)					
08-27-2012 PFE1	-	82694947	Aug 27 2012 1:41:52:123PM	Realized	\$ 163.00
PETITION(\$ 163.00)					
 Document Available (#1019385026)					
08-27-2012 PFE7	-	82694948	Aug 27 2012 11:08:15:223AM	Realized	\$ 6.00
LAW LIBRARY FEE(\$ 6.00)					
08-27-2012 OCISR	-	82694949	Aug 27 2012 11:08:15:223AM	Realized	\$ 25.00
OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND(\$ 25.00)					
08-27-2012 CCADMIN02	-	82694950	Aug 27 2012 11:08:15:223AM	Realized	\$ 0.20
COURT CLERK ADMINISTRATIVE FEE ON \$2 COLLECTIONS(\$ 0.20)					
08-27-2012 OCJC	-	82694952	Aug 27 2012 11:08:15:223AM	Realized	\$ 2.00
OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND(\$ 2.00)					
08-27-2012 OCASA	-	82694953	Aug 27 2012 11:08:15:223AM	Realized	\$ 5.00
OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES(\$ 5.00)					
08-27-2012 CCADMIN04	-	82694954	Aug 27 2012 11:08:15:223AM	Realized	\$ 0.50
COURT CLERK ADMINISTRATIVE FEE ON COLLECTIONS(\$ 0.50)					
08-27-2012 LTF	-	82694955	Aug 27 2012 11:08:15:903AM	Realized	\$ 10.00
LENGTHY TRIAL FUND(\$ 10.00)					
08-27-2012 SMF	-	82694956	Aug 27 2012 11:08:15:963AM	Realized	\$ 5.00
SUMMONS FEE (CLERKS FEE)(\$ 5.00)					
08-27-2012 SMIMA	-	82694957	Aug 27 2012 11:08:16:003AM	Realized	\$ 0.00
SUMMONS ISSUED - MAILED BY ATTORNEY					
08-27-2012 TEXT	-	82694944	Aug 27 2012 11:08:14:803AM	-	\$ 0.00
OCIS HAS AUTOMATICALLY ASSIGNED JUDGE KUEHN, DANA TO THIS CASE.					

OCIS Case Summary for CJ-2012-4487- TULSA KNOLLWOOD LLC... <http://www.oscn.net/applications/oscn/getcaseinformation.asp?query...>

08-27-2012 ACCOUNT - 82694971 Aug 27 2012 11:08:42:383AM - \$ 0.00

RECEIPT # 2012-2427309 ON 08/27/2012.

PAYOR:NEUENS MITCHELL & FREESE PLLC TOTAL AMOUNT PAID: \$218.70.

LINE ITEMS:

CJ-2012-4487: \$168.00 ON AC01 CLERK FEES.

CJ-2012-4487: \$6.00 ON AC23 LAW LIBRARY FEE.

CJ-2012-4487: \$0.70 ON AC31 COURT CLERK REVOLVING FUND.

CJ-2012-4487: \$5.00 ON AC58 OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES.

CJ-2012-4487: \$2.00 ON AC59 OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND.

CJ-2012-4487: \$2.00 ON AC64 DISPUTE MEDIATION FEES.

CJ-2012-4487: \$25.00 ON AC79 OCIS REVOLVING FUND.

CJ-2012-4487: \$10.00 ON AC81 LENGTHY TRIAL FUND.

09-05-2012 S - HARTFORD INSURANCE 82787548 Sep 6 2012 8:49:16:410AM - \$ 0.00
COMPANY OF THE MIDWEST

PARTY HAS BEEN SUCCESSFULLY SERVED. SUMMONS SERVED ON HARTFORD INSURANCE
COMPANY OF THE MIDWEST, SIGNED BY TOM BRICKNER? ON 8-30-12 BY CERTIFIED MAIL

 Document Available (#1019450928)

Report Generated by The Oklahoma Court Information System at September 20, 2012 10:33 AM

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